



# GENERAL TERMS AND CONDITIONS

Intended to take effect from 12 May 2025

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# Words and Terms we use

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**Access code:** A numeric code given by us to the Cardholder to activate the Card and access the PIN.

**Account:** Any Bank Account that you hold with us.

**Account Contact:** The person assigned by you to be the first point of contact between you and us. The Account Contact does not have to be a signatory on the Account.

**Account Terms:** The Terms and Conditions (that are additional and separate to these Term and Conditions) relating to your Account.

**Agency Bank:** A bank that does not process payments itself and uses another bank to process the clearing of payments. See also **Clearing Bank**.

**Application Documentation:** The application form and any other documents requested by us for the opening of an Account.

**Arranged Overdraft:** An agreed limit that lets you spend more money than you have in your current Account.

The maximum amount is determined by us and there is normally a charge to use this service as set out in our *CAF Bank Tariff*.

**Bacs Transfer:** An electronic money transfer between banks which normally takes three Working Days.

**Beneficiary:** This might be the person or organisation who you want to pay or a person or entity who would benefit from an arrangement such as a trust.

**Bulk Payment:** A list of Beneficiaries can be created to make Payments using the Online Service, for example payroll.

**CAF Group:** Our parent organisation, Charities Aid Foundation (registered charity number 268369) or any of its subsidiaries, associated and affiliated companies.

**Card:** A CAF Bank Mastercard® Business card which is linked to your CAF Cash Account.

**Cardholder:** A person nominated by you to receive and use a Card to make Transactions on behalf of the organisation.

**Card Transactions:** Purchases, Payments and cash Withdrawals made using the Card.

**CHAPS Transfer:** A same-day transfer between banks that can be used for large amounts of money. There is normally a charge for a CHAPS payment as set out in our *CAF Bank Tariff*.

**Clearing Bank:** A bank which we use to process all our Payments for us. See also **Agency Bank**.

**Controller:** An individual that holds the right to exercise, or actually exercises, significant influence or control over the management of your organisation (and related activity/

accounts). A Controller may include the trustees, directors, or equivalent within an organisation. In the case of a trust, a Controller could include the settlor, beneficial owners, and any other individuals who have control over the trust such as protectors, appointers, or guardians.

**Credits:** Payments into your Account.

**Data Protection Legislation:** The relevant laws and regulations in place that aim to safeguard the privacy and security of personal data.

**Deposit:** A sum of money paid into the bank Account.

**Direct Debit:** An instruction you give to us that authorises a company to take payments from your Account when they are due. The amount may vary but the organisation must let you know if the amount changes.

**Direct Debit Guarantee:** A guarantee which protects you in the event of an error with your Direct Debit Payment. This is normally used when the organisation you are trying to pay changes the date, amount or frequency without notifying you before the funds come out of your Account. We may need to review the transaction before activating the guarantee.

**European Economic Area (EEA):** All member states of the European Union, plus Iceland, Liechtenstein, and Norway.

**Faster Payments:** A quick and secure system for transferring sums of money to other bank accounts. These can be completed using the Online Service or by sending us a signed instruction by post and are sent as electronic transfers. Charges may apply in line with our *CAF Bank Tariff*.

**Financial Crime:** Money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, violation or evasion of economic or trade sanctions and/or violations, or attempts to circumvent or violate any laws or regulations relating to these matters.

**HID Approve app:** A push notification or secure code is generated in the HID Approve app to use as two-factor authentication for the Online Service.

**High Volume Cash Transactions:** Refer to the *CAF Bank Tariff*.

**High Volume Cheque Transactions:** Refer to the *CAF Bank Tariff*.

**HSBC:** HSBC Bank plc, a company incorporated in England and Wales under number 14259. HSBC is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 114216. See also **Clearing Bank**.

**Individuals:** Account Contact, Online Users, signatories, trustees and Cardholders.

**Insolvency Events:** Any event where:

- You stop or delay payment of your debts or are regarded as being unable to pay your debts; or
- Any step, application or proceeding is taken by or against you for:
  - The dissolution, winding up or bankruptcy of your organisation; or
  - The appointment of a receiver, administrative receiver, administrator, or similar officer to you or over all or any part of your assets or undertaking; or
- You are a partnership, and this partnership is dissolved or joins or merges with another partnership;
- You negotiate with any of your creditors to readjust or reschedule your debts, ask to enter a voluntary arrangement, or enter an arrangement which benefits any of your creditors;
- You stop or delay or threaten to stop or delay all or a substantial part of your operations as a business;
- Any event occurs which, under the applicable law of any jurisdiction, has an equivalent to any of the events mentioned above.

**In Writing:** We will contact you by email, text message, letter, secure e-messages, or any other method of written communication. This includes messages on our website ([www.cafonline.org/caf-bank](http://www.cafonline.org/caf-bank)), on our Online Service (<https://secure.cafbank.org/>), or with the Statements for your Account.

**Mandate:** A document that specifies the Individuals you authorise to access and operate your Account, as well as the limits of their authority. This authorisation does not automatically extend to the Online Service.

**Online User:** Any user who you have authorised to have access to your Account using the Online Service.

**Online Service:** Accessing information and services relating to your Account by logging in to our online banking (<https://secure.cafbank.org/>). You need to be registered for this Service and we will provide you with your Security Details.

**One Time Passcode (OTP):** A number which is sent to you by text message to authorise Payments.

**Payee:** The person or organisation that you would like to pay.

**Payments:** Sending money to another account in or outside of the UK and making Card Transactions in pound sterling or a foreign currency using the Card.

**Payment Device:** A Card, an electronic wallet or any other device or software that you can use on its own or with your Security Details to access your Account or give instructions.

**Post Office:** A company registered in England and Wales under number 2154540. Registered address: 100 Wood Street, London, EC2V 7ER.

**RBS:** The Royal Bank of Scotland plc, a company incorporated in Scotland under number 90312. RBS is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 121882. See also **Clearing Bank**.

**Reclaim Funds Limited (RFL):** A not-for-profit public body owned by HM Treasury. RFL are authorised and regulated by the FCA (No. 536551) and administers the dormant assets scheme.

**Security Details:** Details that are unique to you which we have provided to you, or those you have chosen, to allow you to use your Account in a secure way. Some examples are:

- The user ID, password, unique word, and HID Approve app used for our Online Service;
- The telephone password and/or additional security information we may request from you to process any Transactions on your Account;
- The signatures on any written instruction, including cheques, you provide to us;
- The use of a Card, Access Code, personal identification number (PIN), and One Time Passcode; and
- Any other security requirements we may notify you of from time to time.

**Standing Order:** A regular Payment of an exact amount that you set up and is paid on a specified date.

**Statement:** A document showing all the Payments into and out of the Account, including the date of Transactions; details of the sender/recipient and any references where these are given.

**SWIFT:** An electronic international transfer method that allows sending payment instructions from a payer or sending bank to a receiving bank.

**CAF Bank Tariff:** A list of charges which are payable and can be found at [www.cafonline.org/cafbank-tariff-terms](http://www.cafonline.org/cafbank-tariff-terms), as amended from time to time.

**Telephone Banking Service:** Accessing information and certain services relating to your Account by telephone. You need to be registered for this service which includes setting up Security Details.

**Text Alert:** The feature of our Online Service which sends an SMS message to a UK mobile number registered with us.

**Third Party Partner:** An organisation that has entered a business relationship or contract with CAF Bank to provide a product or service.

**Third Party Provider (TPP):** An intermediary company that must be registered or authorised by the Financial Conduct Authority (FCA). A TPP can be granted access to your financial data in order to provide account information services and/or payment services.

**Transactions:** Credits and Withdrawals from your Account.

**Withdrawals:** These can be made from your Account in the following ways:

- Cash Withdrawals at ATMs (both in and out of the UK);
- Card Transactions;
- Writing a cheque;
- Payments using our Online Service, Telephone Banking Service or sending a request to us In Writing; and
- Electronic Payments such as a Standing Order and Direct Debits.

**Working Day:** Any day which is not a Saturday, Sunday or English public holiday.

# Introduction

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## 1 Introduction

1.1 This document will provide important information to consider before and after opening an Account with CAF Bank.

It is important that you read this information and keep a copy for your reference. Copies of all documents can also be found on our website at [www.cafonline.org/cafbank-tariff-terms](http://www.cafonline.org/cafbank-tariff-terms)

Our agreement with you is made up of the Terms and Conditions:

- In this document
- In the Account Terms
- *CAF Bank Tariff* found at [www.cafonline.org/cafbank-tariff-terms](http://www.cafonline.org/cafbank-tariff-terms)
- Our Privacy Notice found at [www.cafonline.org/privacy](http://www.cafonline.org/privacy), which also describes how we collect, retain, and use personal data.

All other Terms which could otherwise be implied are expressly excluded.

1.2 If there is a difference between the Terms and Conditions in this document and the other documents listed in Condition 1.1 or any additional Terms and Conditions, the Terms in this document will apply.

1.3 The meaning of the words and phrases used in this document can be found above in the “Words and Terms we use” section and can be viewed at [www.cafonline.org/glossaryofterms](http://www.cafonline.org/glossaryofterms)

1.4 In this document:

- The “bank”, “we”, “us” or “our” means CAF Bank Limited, 25 Kings Hill Avenue, Kings Hill, ME19 4JQ.
- “you”, “yourself” or “your” means the organisation that has an Account with us, or who is opening an Account with us, or any individual authorised by the organisation to operate the bank Account, the Online and Telephone Banking Services or the Card.

Apart from those listed above, no other person or organisation has any right to enforce any of the Terms and Conditions in the documents set out in Condition 1.1.

1.5 If you have any questions or need assistance regarding your Account or these Terms and Conditions, please call us on **03000 123 456**, email us at [cafbank@cafonline.org](mailto:cafbank@cafonline.org), or write to us at CAF Bank Limited, 25 Kings Hill Avenue, West Malling, Kent, ME19 4JQ.

1.6 These Terms and Conditions are in English and whenever we communicate with you we will do so in English. We will only accept communication and instructions from you in English.

1.7 The headings used in this document are for ease of reference only and do not affect the meaning of the Conditions to which they relate.

1.8 By using your Account and any other associated services, for example Telephone Banking and Online Services, you agree to the Terms and Conditions in the documents set out in Condition 1.1.

# General Terms and Conditions

## 2 These Terms and Conditions

- 2.1 You will receive a copy of these Terms and Conditions when you apply to open an Account and when we make changes to them. The most up-to-date version of these Terms and Conditions replaces any previous ones. You can get a copy of these Terms and Conditions at any time by visiting [www.cafonline.org/cafbank-tariff-terms](http://www.cafonline.org/cafbank-tariff-terms)

### Information we ask you for

- 2.2 We will process information you provide to us as explained in our Privacy Notice, which you can view at [www.cafonline.org/privacy](http://www.cafonline.org/privacy)
- 2.3 If we are required to, by law or a public duty, we may need to disclose this information. This includes with credit reference agencies, fraud prevention agencies and other government bodies, regulatory authorities, and law enforcement agencies.

### Communicating with us

- 2.4 For financial Transactions or changes to information we hold, we might accept communications by post or email. When emailing instructions, we will treat them as if they were posted, and you should not provide written confirmation, to avoid duplication. We may ask for these instructions through secured encrypted methods.
- 2.5 We record our telephone calls so we can improve our services, for training purposes and for security reasons. All recordings made will remain our property.

### Protecting your Account

- 2.6 We may need to contact you about any actual or suspected fraud or security threats on your Account.
- 2.7 We have the right to delay, decline, or reverse any instruction if:
- It exceeds a limit;
  - We suspect illegal or fraudulent activity;
  - We suspect a breach of these Conditions;
  - There is a dispute; or
  - It poses a legal risk.

We will make you aware of such situations unless doing so will compromise our security measures or if we are unable to by law or by any regulatory authority.

### Anti-money laundering and legal compliance

- 2.8 We may request information from you to comply with Financial Crime and other legal and regulatory requirements. It is important to provide this information promptly to avoid delays, refusals, or Account closures. We will not be responsible for any losses which may result from this.

## 3 Opening an Account

- 3.1 To open an Account with us, you **must** complete and send us the Application Documentation.
- 3.2 Once we have completed all necessary checks, including identification and verification requirements, we will let you know if we can open the Account.
- 3.3 Where applicable, you **must** use your official or working name registered with HMRC, the Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland (for registered charities) or Companies House (for incorporated charities) when applying for a new Account.
- 3.4 You may designate your Account with a unique identification number or description to help you manage funds earmarked for specific purposes, e.g. 'The XYZ Charity – Number 1 Account' or 'The XYZ Charity – New Roof Account'.

All Payments into and out of any Accounts designated in this way **must** be made in the name in which the Account has been opened by us and should include any such identification number or description where possible.

## 4 Deposits, Withdrawals and Payments

- 4.1 We may contact you to confirm a Payment being received into or made from your Account is genuine. Until we receive this confirmation, the Payment will not Credit or debit your Account.
- 4.2 Our *CAF Bank Tariff* sets out the limits and charges for certain Deposits and Withdrawals.
- 4.3 You may be charged, as set out in the *CAF Bank Tariff*, if you try to pay for something but do not have enough money in your Account.

### Deposits

- 4.4 We are an Agency Bank and, subject to Condition 2.8, we will Credit Payments into your Account(s) in line with industry timescales.
- 4.5 You **must not** send cash or cheques directly to us as this will not be credited into your Account. We will not be liable for any losses.
- 4.6 If your sort code starts with "40", you can pay in cash or cheques through any counter-service branch of HSBC and if your sort code starts with "83", you can pay in cash or cheques through any counter-service branch of RBS.

If you pay in at another high street bank you may receive a charge for this service by the receiving bank.

You can also pay in cash and cheques at any Post Office counter.

- To pay in cheques, you will need a printed envelope provided by us. Multiple cheques can be paid in using a single printed envelope.
- To pay in cash, you will need a barcoded paying-in slip. You **must** always use a barcoded paying-in slip. Paying-in books can be ordered using the Online Service.

There are limits to paying in at the Post Office. Further information can be found at [www.cafonline.org/postoffice](http://www.cafonline.org/postoffice)

When paying in money into your Account, charges will apply after a limit as defined by High Volume Cash Transactions and High Volume Cheque Transactions as set out in the *CAF Bank Tariff*.

#### Availability of funds

4.7 Details of when cash and cheque payments will Credit your Account are provided in the tables below.

#### Cash payments

Where	When it will Credit your Account
RBS or HSBC branches (using the paying-in slips we provide)	Next Working Day if paid in by: <ul style="list-style-type: none"> <li>■ Cut-off times displayed in HSBC branches.</li> <li>■ Cut-off times as defined by RBS.</li> <li>■ Second Working Day if after the above cut-off times.</li> </ul>
Post Office (using a paying-in slip we provide which has a barcode on it)	Two Working Days if paid in before the Post Office cut-off time. Three Working Days if paid in after the cut-off time displayed in Post Office branches.

#### Cheque payments

Where	When it will Credit your Account
RBS or HSBC branches (using the paying-in slips we provide)	Next Working Day if paid in by: <ul style="list-style-type: none"> <li>■ Cut-off times displayed in HSBC branches</li> <li>■ Cut-off times as defined by RBS.</li> <li>■ Second Working Day if after the above cut-off times.</li> </ul>
Post Office (using a paying-in slip which has a barcode on it and an envelope we provide)	Two Working Days if paid in before the Post Office cut-off time. Three Working Days if paid in after the cut-off time displayed in Post Office branches. <i>Additional checks may mean the cheques take up to five Working Days to clear.</i>

#### Withdrawals

4.8 As long as there are enough cleared funds in your Account, you can withdraw these funds. There may be limits on the number or value of Payments you can make, including daily limits on the amount of cash you can withdraw. Conditions 5.1 – 5.3 and 13.10 also apply to any Withdrawals you make.

#### Payments into your Account by mistake or Financial Crime

4.9 If we reasonably believe that a payment into your Account was made because of fraud, we will remove the payment or take other steps to make sure the amount of that payment is not available for you to use.

4.10 If we are notified of, and reasonably believe, a payment was made to your Account by mistake, we will return it to the paying bank unless you can evidence to us that it was not a mistake. We will take the following steps before returning the payment:

- If you received the payment less than two months before we find out about the mistake, we will tell you about it and give you 15 Working Days to show us that it was not a mistake. During this time, we will make sure the amount of the payment is not available for you to use.
- If you received the payment more than two months before we find out about the mistake, we will contact you before restricting your ability to use the amount of the payment and before we return it to the paying bank.
- The payer may ask their bank for all relevant information including your name and address and Transaction information so that the payer can contact you directly. We are legally required to share this information with them if this happens.

4.11 If we receive a payment into your Account from within the EEA which the payer says was made by mistake but, when we contact you, you tell us that the payment was intended for you, the payer may ask their bank for all relevant information including your name and address and Transaction information so that the payer can contact you directly. We are legally required to share this information with them if this happens.

4.12 If we mistakenly credit funds to your Account, we will either take the amount out of your Account or limit your access to the amount on your Account.

4.13 If any Credits on your Account appear to be a mistake, tell us straight away.

4.14 If Conditions 4.9 and 4.12 apply, we do not need your permission to take the money out of your Account.

#### Withdrawals from your Account

4.15 Subject to Conditions 4.16 to 4.31 (inclusive), Withdrawals can be made from your Account. Related fees are set out in the *CAF Bank Tariff*.



4.16 You are responsible for giving us the correct information, such as sort code and account number, for the person or organisation you want to pay. If you do not, we are not responsible if the Payment is delayed or is credited to an incorrect account.

4.17 We will take reasonable care when processing Transactions. If we do not do this, and subject to Condition 19.1, we will be liable for your losses, but not for the loss of contracts or profits or any other consequential losses.

4.18 When you make a Payment, we may treat the below as you giving authorisation:

- By confirming the Security Details used in connection with a Payment Device;
- By getting your written signature on our forms, other instructions, and cheques;
- By confirming the Security Details used with Telephone Banking and Online Services;
- Holding your Card near a contactless payment reader;
- Entering your Card's PIN at a merchant's point of sale terminal or when using an ATM;
- Cardholder authorisation for telephone or mail order Transactions and Transactions made over the internet, or;
- Cardholder authorisation to a merchant for continuous payments.

In future, we may add other ways of checking we are dealing with you.

4.19 Once a Payment from your Account is authorised, it cannot be cancelled unless this is a future-dated Payment. Requests to cancel future-dated Payments can be given to us In Writing or by calling us on **03000 123 456**. Refer to Condition 4.29 for the cut-off times.

#### Payment out by mistake

4.20 If there is a Payment out of your Account which was your mistake, we will try to get the money back. If we succeed, we may charge reasonable costs for doing this. If we cannot get the money back, you can write and ask us to give you all the information we can, for you to attempt to claim repayment of the money. We will only give you the information that we are allowed to provide to you by law.

For Card Transactions, if you believe there has been a mistake, a dispute can be raised by contacting us.

4.21 Subject to Condition 2.7, if we incorrectly apply, or fail to apply, any Transactions to your Account, we will correct this and refund you any interest or charges directly incurred on your Account that would not have been incurred if we had applied the Transaction correctly.

#### Cheques

4.22 When you issue a cheque, the funds will be debited from your Account on the day after the Payee pays

this into their account. If the Payee pays the cheque into their account six months or more after it is dated, we may not pay the cheque.

4.23 If you are paying in a cheque in Welsh, Condition 1.6 shall not apply.

#### Standing Orders and Direct Debits

4.24 Direct Debits or Standing Orders can only be made to a UK bank or building society account. You can set up Standing Orders using the Online Service or In Writing.

4.25 You can set up a Direct Debit directly with the organisation you wish to pay by completing an instruction form. If you let an organisation take a Direct Debit from your Account, they will normally tell you at least ten Working Days before changing the Payment date or the amount being taken.

If the organisation does not do this, you may be entitled to a refund. The terms of the Direct Debit Guarantee apply to refunds for any Direct Debit errors and these can be found at [www.directdebit.co.uk/direct-debit-guarantee/](http://www.directdebit.co.uk/direct-debit-guarantee/)

4.26 You can cancel a Direct Debit or Standing Order by writing to us or by calling us on **03000 123 456**. You should also speak to the organisation that is taking the Direct Debit.

#### CHAPS Payments

4.27 You can transfer money by CHAPS to another UK bank or building society account through our Online Service, by contacting us, or by sending us a signed instruction by post. Refer to Condition 4.29 for cut-off times.

#### Electronic transfers

4.28 Electronic transfers can be made using the Faster Payments service:

##### Online Faster Payments

If you set up and successfully authorise a Payment, this will credit the Beneficiary's account by close of business on the following Working Day it has been processed. For relevant cut-off times, please refer to Condition 4.29.

##### Single immediate payment

You **must** specify that you would like a single immediate payment for us to send the Payment in this way for single immediate payments to all other accounts, the instructions will need to be sent to us In Writing. There is a charge for this service as set out in the *CAF Bank Tariff*.

##### Sending money outside the UK

Payments within the EEA:

- Will be made via SWIFT;
- Will credit the Beneficiary's account by the end of the following Working Day when your instruction is processed.

Charges apply as set out in the *CAF Bank Tariff*.

For relevant cut-off times, please refer to Condition 4.29.

Payments outside the EEA:

- May take longer to credit the receiving account depending on the country the money is being sent to.
- Once an international Payment has been processed, you cannot cancel this Payment. If you do make such a request, we may try to get the money back. If we succeed, we may charge reasonable costs for doing this. The amount refunded to you will have these charges deducted before it credits your Account.
- If we need to use an agent, correspondent, or intermediary bank to make a Payment overseas, you may have to pay their charges too.

4.29 Further information on cut-off times for the following types of payments can be found at [www.cafonline.org/payments](http://www.cafonline.org/payments)

- Cancelling future-dated payments;
- Manual CHAPs Payments;
- Single immediate payments;
- Online Payments (including Faster Payments and CHAPS);
- Payments within EEA

### Unauthorised Payment Transactions

4.30 You **must** check the Account regularly to see if there are any Transactions that you do not recognise, or you have not authorised. If this happens, you **must** tell us without delay. If you tell us after 13 months of the Transaction, we will not be able to refund you.

### Refund for unauthorised Transactions

4.31 Subject to Condition 4.12, when you tell us that you did not agree to a Payment or money being taken out of your Account, we will reverse the Transaction unless:

- We have reasonable grounds to suspect you have been acting fraudulently;
- You have not kept your Security Details safe – either intentionally, or due to gross negligence;
- You have breached the Terms and Conditions as set out in the documents in Condition 1.1.

If we reverse the Transaction, we will also reverse any charges and interest you have paid.

If we reverse the Transaction, and it is subsequently found to be genuine, we will re-apply this to your Account.

## 5 When might we refuse to make a Payment, accept an instruction or apply restrictions on your Account?

5.1 We can refuse to accept a payment into your Account, make a Payment out of your Account, limit the amount you can Deposit or withdraw from your

Account, refuse an instruction you give us, or apply other restrictions to your Account if:

- There is a lack of funds in the Account;
- The amount you would like to pay is more than any limits we may have agreed;
- There are legal reasons that mean we **must** refuse to make the Payment or accept the Deposit;
- We believe that someone else has rights over the money in the Account;
- We identify Payments that seem unusual compared to the way you use your Account or that are at a significantly higher risk of being fraudulent;
- We believe that you have used the Account or have used or obtained the money in it illegally or fraudulently;
- We believe this is needed to mitigate Financial Crime;
- You have provided the wrong Payment information, such as an invalid sort code or an account number that does not exist;
- You do not pass our security checks, including where the signatures provided on instructions do not match our records;
- You do not provide us with additional information or documentation we ask for within a reasonable time after you have asked us to make the Payment/process the instruction;
- We have concerns over the accuracy and completeness of an instruction;
- You breach any of the Terms and Conditions in the documents set out in Condition 1.1;
- They are not in line with your charitable objectives;
- You have not adhered with Condition 13.10.

5.2 We can temporarily block Payments where we reasonably believe this is necessary because of:

- A significantly increased risk you may be unable to pay any money you owe us;
- Suspected fraudulent or criminal activity on your Account; or
- Security concerns.

We will let you know why as soon as practicable, unless we are prevented by law or any regulation or for security reasons.

5.3 We will lift the block as soon as the reason for it ends.

## 6 Account closure or transfer

6.1 You can request to close your Account or end this agreement at any time by completing an *Account Closure Form* available from our website at [www.cafonline.org/managing-your-account](http://www.cafonline.org/managing-your-account). You may need to give us notice as set out in your *Account Terms*.

We will only close your Account if the *Account Closure Form* is signed by authorised signatories on your

Mandate and we are legally allowed to do so. If you ask us to close your Account, you **must**:

- Pay back any money you owe us, such as an overdraft; and
- Pay any charges or interest you owe us.

6.2 If we notify you of changes in these Terms and Conditions, in line with Conditions 20.1 to 20.4, you can ask us to close your Account without a charge before the new Terms come into effect.

#### Account suspension, closure or withdrawing a service immediately and without notice

6.3 We can do this if:

- You have seriously breached or repeatedly breached the Terms and Conditions in the documents set out in Condition 1.1;
- You have carried out or tried to carry out, or we suspect that there is, fraudulent or illegal activity on the Account or any other service we offer, or we suspect you may do so in the future;
- You cause or may cause us to breach any law, regulation, code of practice or other duty that applies to us;
- You do anything that we reasonably believe will damage our or CAF Group's reputation;
- You have given false or materially incomplete information;
- You have allowed a person who is not authorised to use the Account or any other service we provide or where there has been a breach of security or misuse of your Account, Security Details or Payment Device;
- You are using the Account for any purposes outside of this agreement;
- There have been no customer-initiated Transactions on any of your Accounts for at least 24 months and no credit balance remains;
- You have been abusive or violent towards any of our staff or we have been notified by Third Party Partners that you have been abusive or violent towards their staff;
- You expose us or CAF Group to legal action from a third party;
- We are required to by law, regulation or by regulatory authority; or
- There is an Insolvency Event.

#### Closing your Account by giving you notice

6.4 If we are closing your Account for any other reason than stated in Condition 6.3, we will give you at least three months' notice.

6.5 If there are no customer-initiated Transactions on your Account for 12 months, your Account will become inactive. We may remove the ability to make Payments on inactive accounts.

6.6 If there are no customer-initiated Transactions on all of your Accounts for 24 months, your Accounts

will be frozen. No Transactions will be allowed on the Accounts, other than interest and charges which will continue in line with prevailing rates. We will attempt to contact you for further information. If we are unable to contact you, the Accounts will remain frozen. We cannot distribute the funds until:

- We can get in touch with you; or
- Condition 6.7 applies.

#### Dormant assets scheme

6.7 If your Account has been inactive for 15 years or more it will become dormant and we may transfer the balance of the dormant account to Reclaim Funds Limited (RFL). You remain the owner of the funds and can reclaim your balance at any time upon providing satisfactory proof of ownership to us.

## 7 Interest

7.1 Subject to Conditions 20.1 – 20.4, we review and update our interest rates. If we do this, the new applicable rate will be shown on your Statement from the date of the change and at [www.cafonline.org/rates](http://www.cafonline.org/rates)

7.2 Subject to Condition 4.7, we will start calculating interest on the same day that we receive funds you are paying in. Interest is paid on the balance of the Account and calculated at the end of the Working Day. This is paid to you quarterly.

7.3 We will calculate any interest on the daily balance of your Account using our published interest rates. It is your responsibility to declare this to the relevant tax authorities in line with Condition 16.3.

## 8 Charges

8.1 Charges that apply to your Account are set out in our *CAF Bank Tariff* found at [www.cafonline.org/cafbank-tariff-terms](http://www.cafonline.org/cafbank-tariff-terms)

8.2 We will send you a pre-notification of the fees and charges, including interest, to be deducted from your Account.

## 9 When do you need to contact us?

9.1 You **must** tell us, if you change:

- The ownership of your organisation;
- The legal structure of your organisation;
- Your governing document(s);
- The name(s) of your organisation;
- The name(s) of anyone listed on the Mandate for the Account or who holds a position of authority to represent the organisation;
- The main jurisdiction in which you operate;
- Any contact details such as your address, phone number or email address, including the contact details for any additional Cardholders, Account Contact and Account signatories;

- Anything else related to your organisation or the Individuals listed on the Mandate for the Account, for example, if their signatures change;
- The authorised Individuals who can be Cardholders. You are responsible for destroying the Card belonging to an individual who is no longer authorised to be a Cardholder and you **must** apply for a new Card for newly authorised Cardholders.

Individuals can update their personal details, such as telephone number and email address, through our Online Service. You can tell us about any other changes by completing the relevant *Change of Account Contact Details Form* available on our website at [www.cafonline.org/managing-your-account](http://www.cafonline.org/managing-your-account)

- 9.2 If a Card or PIN are lost, stolen, or compromised, you **must** call our 24-hour lost or stolen number, **03000 123 606**.
- 9.3 You need to contact us as soon as possible if we have left a message to avoid restrictions being placed on your Account.
- 9.4 If you do not tell us about any of the changes above, we may block your Account until you notify us of the change.
- 9.5 We cannot accept a PO Box address or “care of” address as an Individual’s residential address. We cannot accept a “care of” address as an organisation’s main address.
- 9.6 You **must** contact us without delay by calling us on **03000 123 456** if you become aware of any suspected fraudulent activity or any suspected error on your Account.

If we suspect suspicious activity on your Account, we may contact you to query these Transactions. If we leave a message for you, you **must** contact us without delay to help prevent fraud on your Account. If you do not contact us, we will assume that all Transactions on the Account have been made and authorised by you (including the relevant Cardholder for Card Transactions).

## 10 Statements

- 10.1 We will provide regular Statements if there has been a Payment out of your Account since the last Statement we gave you.
- 10.2 You can request copy Statements by contacting us (by telephone or In Writing) or accessing these through our Online Service. There may be extra charges applied to these as set out in our *CAF Bank Tariff*.
- 10.3 We will send you Statements by post or, if you are registered for our Online Service, we will provide them online.
- 10.4 You **must** check the information on your Statements and tell us as soon as possible if there is a Payment

in or out of your Account that you do not recognise. Refer to Conditions 4.30 and 4.31 for further information on unauthorised Transactions.

- 10.5 If you choose to receive Statements online, the Account Contact will receive an email notification when new Statements are available to view.

It is the Account Contact’s responsibility to keep this email address up-to-date and to maintain the list of additional Online Users who are authorised to view the Statements online.

## 11 Our Online Service

### The service

- 11.1 When using the Online Service, you should follow the instructions we provide. You should regularly check our website for our most up-to-date guidance. A user guide is available at [www.cafonline.org/onlinebanking](http://www.cafonline.org/onlinebanking) which provides more information on our Online Service.
- 11.2 We will display a notice on our Online Service at <https://secure.cafbank.org/> to let you know when maintenance or repair work is planned unless these are urgent.

### Technical requirements and performance

- 11.3 Some features of the Online Service may not be available depending on your computer, mobile device, or operating system. From time to time, we may make changes to the Online Service. Depending on the update, you may not be able to use our Online Service until you have updated your browser, software, or hardware. We will let you know if there are changes by placing a message on our Online Service at <https://secure.cafbank.org/>, by text, email or by post.
- 11.4 We will not be responsible for:
- Any equipment, software, or user documentation which someone other than us produces for use with our Online Service; and
  - Any service you use to access our Online Service.

If you use our Online Service outside the UK, we will not be liable to you if this does not comply with any laws or regulations. We may block your access to our Online Service if you try to access it from a country that is subject to sanctions.

### Site and internet security

- 11.5 We will use reasonable skill and care to ensure that our Online Service is safe and secure and does not contain viruses or other damaging property, for example by incorporating security features into it.
- 11.6 We cannot guarantee that no damage will occur to your data, software, computer, mobile device, or other digital content. We will be liable for any loss or damage that you suffer as a direct result of our negligence or if we are at fault.

#### 11.7 You **must not**:

- Use our Online Service for anything other than accessing and managing your Accounts;
- Use it for anything illegal or in breach of these Terms and Conditions;
- Seek to copy, reproduce, modify, or tamper with it in any way;
- Attempt to or make any income directly from using it;
- Knowingly use it on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up-to-date anti-virus, anti-spyware software, firewall and security patches installed on it;
- Use it in a way that could damage or affect our systems or security or interfere with other users or restrict or inhibit anyone else's use of our Online Service; or
- Collect data from us or from our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by our services.

#### Changing Account Contact

11.8 If you need to change the Account Contact you **must** complete a *Change of Account Contact Details Form* and send it to us.

#### Responsibility and liability for Transactions using the Online Service

11.9 If you know or suspect someone else knows your Security Details, you **must** change these straight away and tell us without delay. You can still notify us outside of our opening times by emailing us or calling us and leaving a message. From the time that your message is received, you will not be liable for any losses incurred, subject to Conditions 19.4 to 19.6.

#### Bulk Payment instructions

11.10 You can create Bulk Payment instructions using the Online Service. You are responsible for the accuracy of the information within the Payment instruction. When making Bulk Payments, you **must** ensure:

- There are enough funds in the Account to cover the entire amount of the Bulk Payment on the day it is due. Where there are not enough funds in the Account, we may refuse the Payments or apply charges to the Account. We may process some of the Payments which are part of the Bulk Payment, but we will not be responsible for any Payment not made;
- If the Payment is unsuccessful (in whole or in part), you have resubmitted the Bulk Payment instruction after rectifying the reason for rejection; and
- Any changes you make to the list of Beneficiaries are also made in other templates held for Bulk Payments.

#### How you can end this agreement

11.11 You can end your use of the Online Service at any time by contacting us In Writing or by calling us on **03000 123 456**.

It is your responsibility to check whether:

- Your Account Terms require the Online Service to operate your Account;
- Using the Online Service is resulting in a fee or charge reduction.

If you would also like to close your Account, Conditions 6.1 – 6.4 will apply. Telling us that you would no longer like to use the Online Service will not automatically close your Accounts.

#### How we can end this agreement

11.12 Immediately and without notice:

We can do this at any time if:

- You seriously or repeatedly breach any of these Terms and Conditions in the documents listed in Condition 1.1;
- In line with Conditions 6.1 – 6.7; or
- You have closed all of your Accounts with us;
- By giving you at least three months' notice.

We will tell you why we are ending the agreement unless it would be unlawful for us to do so.

11.13 If the Online Service ends or your Security Details are de-activated:

- You **must** immediately destroy any Security Details or other documentation you have relating to the Online Service; and
- You **must** still follow the Terms and Conditions detailed in the documents listed in Condition 1.1;
- We may still carry out instructions received but not processed by us at that time.

## 12 Telephone Banking Service

12.1 Authorisations for the Telephone Banking Service will remain in place until we receive written notice from the authorised signatories, and we have had a reasonable amount of time to process the termination notice. We will not be responsible for any instructions processed before we receive and act on the termination notice.

## 13 CAF Bank Mastercard® Business card

#### Issuing a Card

13.1 These Conditions apply in respect of each Card issued to a Cardholder.

13.2 The Card is not a credit card or debit card. The Card is a Business card and is linked to your CAF Cash Account. Card Transactions will only be allowed if you have the available balance in your Account. There may be limits on the number or value of Payments you can make including daily limits on the amount of cash you

can withdraw. Conditions 5.1 – 5.3 also apply to any Withdrawals you make.

- 13.3 If you would like to authorise an individual to be a Cardholder, you need to apply for a Card to be issued using the *Application Form* found on our website at [www.cafonline.org/businesscard](http://www.cafonline.org/businesscard)
- 13.4 You **must** also terminate the authority of a Cardholder to use a Card by contacting us In Writing or by calling us on **03000 123 456**. If you terminate the authority of a Cardholder to use a Card, you **must** arrange for the Card to be destroyed.
- 13.5 If a Card has not been activated and/or used for at least 13 months after the date of issue or the date of the last Transaction, we will cancel the Card and notify you In Writing. If the Card is still required you **must** apply for a new one.
- 13.6 We may decline to issue a Card, for reasons which might include but are not limited to:
- We have previously needed to refuse a Payment due to lack of funds on your Account;
  - Your Account is an inactive or frozen account (See Conditions 6.5 and 6.6);
  - The Cardholder is unable to complete the identification and verification procedures required;
  - The Cardholder does not live in the UK; or
  - There has been repeated fraud on the Account.
- 13.7 The Card belongs to us, and we may withdraw the service at any time. If we tell you this, you **must** destroy the Card immediately.
- 13.8 We will always send the Card to the address we hold for the Cardholder. This **must** be a UK address and unless we have agreed to do this with you, we will not send the Card to a non-residential address, PO Box, or care of address.

#### Cardholders and your obligations

- 13.9 The Cardholder **must** read the information which is sent with the Card. This will inform the Cardholder how to use the Card, including security measures, and what to do if the Card becomes lost or stolen or compromised.
- 13.10 In addition to Condition 5.1, we may refuse Transactions for any of the following reasons:
- There is suspected unauthorised or improper use or where the Card Transaction exceeds Transaction limits linked to Card usage (these are applied for fraud prevention purposes);
  - Action is being taken by a third party which prevents us from processing the Card Transaction;
  - There are technical issues which prevent us from making the Card Transaction;

- The Card or the Security Details relating to the Card have been lost, stolen, or compromised, or we believe they are being used by someone else; or
- Circumstances outside of our control prevent us from offering a normal service.

- 13.11 Cardholders **must** use their Card only as you have authorised them to. They **must** follow these Terms and Conditions as well as any guidance we give you about using and protecting the Cards. You are responsible for the use of the Card by the Cardholder, including ensuring Cardholders follow these Terms and Conditions.

We will treat Card Transactions made by the Cardholder as spending you have authorised, until you tell us to stop the Card as this is lost, stolen, or compromised.

- 13.12 We will not be responsible if a retailer or other supplier refuses to accept a Card as Payment for a Card Transaction, or if the Cardholder cannot use the Card to make a Payment.
- 13.13 You are responsible for letting us know, as soon as possible, when changes are made to the Cardholder's address and mobile telephone number. This information is necessary to authenticate online and other Payments.
- 13.14 You **must** take all reasonable precautions to prevent fraudulent use of the Card and PIN. These include but are not limited to ensuring that:
- You notify us straight away when you no longer approve the Cardholder using the card; and
  - You and the Cardholder follow Conditions 14.1 – 14.8.

#### Card renewal

- 13.15 If you have not used a Card for a period of time set by us, this may not be renewed at expiry.
- 13.16 If we will renew the Card, a Card renewal letter will be sent to you approximately three months before the expiry date of the existing Card. It is your responsibility to respond to this letter if there are any changes to your contact details or the Cardholder's contact details, or you no longer require a Card. If you do not receive this letter before a current Card expires, you should contact us.
- 13.17 A Cardholder **must not** use the Card after:
- The Card expiry date;
  - We have asked for the Card to be destroyed;
  - We have told you or the Cardholder that the Card's use has been withdrawn; or
  - You have told us that the Card has been lost, stolen or compromised (even if you find the Card).

#### Card authorisation and Transactions

- 13.18 When the Cardholder authorises a Card Transaction, it will reduce your available balance, but not your

Account balance. That is because your available balance includes some pending Transactions. These could be things the Cardholder has paid for using the Card. We debit Transactions no less than 48 hours after the original authorisation. Cash Withdrawals will happen when Mastercard® notifies us.

- 13.19 When a Card Transaction has been authorised as set out in Condition 4.18, you are responsible to pay the amount of the Transaction.
- 13.20 Cardholders may use their Cards to withdraw cash or make purchases where they see the Mastercard® acceptance mark in the UK or abroad. We may apply limits to Card Transactions (including contactless limits) and we may amend these from time to time.
- 13.21 When the Cardholder uses the Card or Card details, you are authorising us to deduct the amount of the Transaction from your Account. You will be liable for all Transactions made by the Cardholder, other than those set out in Conditions 19.4 – 19.6.
- 13.22 On each Working Day, any available funds on your Account will be used to pay any authorised Card Transactions notified to us by Mastercard® before they will be used to pay any other Transactions from your Account.
- 13.23 A Cardholder can set up a regular Payment to be made from your Account using the Card. To cancel this, you can give us instructions In Writing or by calling us on **03000 123 456**.
- 13.24 If we incorrectly apply, or fail to apply, a Card Transaction to your Account, we will correct this. We will refund you any interest or charges directly incurred on your Account that would not have been incurred if we had applied the Card Transaction correctly.
- 13.25 Once a Card Payment has been authorised, it cannot be stopped or cancelled. A retailer or merchant may make a refund. We will only Credit your Account when we receive their refund instruction. We are not liable for any delay in the retailer or merchant giving us these instructions.

#### Currency conversion

- 13.26 The exchange rate applicable to Card Transactions changes daily, and any changes will be applied immediately and without giving you any prior notice.
- 13.27 If you made a Card Transaction overseas or with an overseas merchant, the retailer, merchant, or ATM provider may convert the amount into pounds sterling. We will deduct the sterling amount from your Account.
- 13.28 If you make a Card Transaction in a foreign currency, this will be converted into pounds sterling. We use the exchange rate applied by Mastercard®. The exchange rate shown on your Statement includes the exchange rate and any processing fees applied by Mastercard®. The currency conversion and the

amount being taken out of your Account will not happen on the same day that the Transaction was carried out.

#### Charges

- 13.29 Some merchants may process Payments on the Card as if it were a credit card Transaction and these may incur charges. If the merchant does this, they are obliged to tell you at the time of the Transaction. You are responsible for these charges.
- 13.30 There may be a charge for using ATMs and you are responsible for this charge. The charge will be displayed on the machine at the time of the Withdrawal.

#### Withdrawal and suspension of the Card

- 13.31 If we withdraw the use of a Card, we will tell you as soon as reasonably practicable unless we are prevented by law or any regulation or for security reasons.
- 13.32 If a Payment is authorised by the Cardholder before a Card is cancelled or suspended, you are still responsible for the amount of this Payment which will be deducted from your Account after the Card is cancelled or suspended.

#### Lost, stolen, compromised or misused Cards

- 13.33 As a member of the Mastercard® scheme, we are required to share information about loss, theft or possible misuse of Cards with relevant third parties.
- 13.34 We may disclose information about you, your Account or the Cardholder to the police or third parties if we think it will help prevent or recover losses. You and the Cardholder **must** co-operate with us, the police, or any other authorities in investigations into the actual or suspected misuse of the Card. If we ask you whether a Transaction is unauthorised, you **must** confirm this within seven days of our request.

## 14 Using and safeguarding Security Details

- 14.1 If your Security Details are used, we will treat the request as if you have carried out the Transaction. You **must** keep your Security Details private and not let anyone get unauthorised access to any devices you use to access your Account.
- 14.2 To keep your Account(s) safe and prevent unauthorised use. You **must**:
- Keep your Security Details and the Card safe;
  - Not tell or allow anyone else to use the Card, Security Details, Access Code or One Time Passcode;
  - Safely destroy any Security Details we send to you;
  - Sign and activate the Card as soon as you receive it;
  - Change your Security Details straight away and

tell us as soon as possible if you know or suspect that someone else knows your details;

- Follow any instructions we give you about security. This includes sharing this information with the relevant persons within the organisation;
- Contact us immediately if you are concerned about the security of your Accounts, Security Details or Payment Devices;
- Ensure any changes you make to your Security Details cannot be easily guessed, and you should not write these down in a way that other people can easily understand;
- Use caution when accessing your Account from a computer in a public place and when using a computer which is connected to a public wi-fi connection;
- Take care when logging out of the Online Service. We recommend that you log off securely by using the exit link on screen and, if you are disconnected during an Online Service session, that you log back in and then log off correctly;
- Not tell us any of your Security Details unless we ask you a security question. Neither us nor the police will ask you to reveal your full Security Details;
- Not send us your Security Details or 16-digit Card number by email. If you receive a suspicious email, please do not open it, or click on any links. These emails can be reported by forwarding the email to [scamreporting@cafonline.org](mailto:scamreporting@cafonline.org);
- Only access the Online Service by typing our website address (<https://secure.cafbank.org/>) into your internet browser or via the CAF website ([www.cafonline.org/caf-bank](http://www.cafonline.org/caf-bank))
- Make sure previous Cards held by Cardholders are destroyed securely;
- Not share the Card or any Card details, including the PIN, with another person, including family members or members of the same organisation;
- Not disclose the Card numbers or the security code on the back of the Card except when making Payments;
- Not tamper with the Card;
- Take care to ensure that no-one sees the PIN when you use it;
- Comply with the instructions and guidance we issue regarding keeping the Card, Card details and Security Details safe. This includes sharing this information with the relevant persons within your organisation;
- Inform us, without delay, by calling us on our lost, stolen or compromised number, **03000 123 606** if the Card or PIN are lost, stolen, compromised, or retained by an ATM or you suspect that someone has used or tried to use them; and
- Not use the Account for illegal purposes.

14.3 If we know or suspect misuse or abuse of your

Security Details, we may report this to the police or to a regulatory authority.

14.4 We may ask you to change your Security Details at any time and for any reason; and you **must** do so immediately (or in accordance with any other instructions we may give). We will not be liable for any losses if you do not follow these instructions.

14.5 We can suspend or withdraw your Account with immediate effect if:

- We believe that this is necessary for security reasons;
- This is to prevent suspected unauthorised or fraudulent use of your Account (for example, where there have been multiple unsuccessful attempts to access your Account using the Online Service);
- We believe there is a significantly increased risk that you will not be able to repay any money you owe to us on your Account;
- You have not used Your Account for a period of time set by us; or
- You have breached any Conditions in this document or those mentioned in Condition 1.1.

14.6 When we make any changes to our security procedures, or if we change, suspend or withdraw your Security Details, we will tell you beforehand or immediately after we do this unless we are prevented by law or any regulations or this will compromise our security.

14.7 If you tell us there is an unauthorised Transaction made on your Account, we will investigate this. You **must** co-operate with us, the police or any other authorities in these investigations.

14.8 If you know or suspect that someone else knows your Security Details, you can still notify us outside of our opening times by calling us on **03000 123 456** and leaving a message. From the time that your message is received, you will not be liable for any losses incurred subject to Conditions 19.4 and 19.5.

## 15 Using, processing and sharing your information

15.1 We take data protection and privacy very seriously. Our Privacy Notice, which can be viewed at [www.cafonline.org/privacy](http://www.cafonline.org/privacy), explains how we collect, retain, and use personal data.

## 16 Tax reporting

16.1 Sometimes the law or a regulation will tell us that we need to share information about you (and your Controller) with tax authorities. We can share information about you with HMRC, who may then share this information with tax authorities of other countries in line with UK legislation.



16.2 The information we will share includes:

- The Account number;
- The amount of interest paid into the Account;
- The Account balance;
- Your personal and/or organisation name and address; and
- Your social security number, National Insurance number (or equivalent) or taxpayer identification number.

You may also need to provide us with further information or documents about your (or your Controllers') identity, tax residence nationality and status that we are required to hold by law.

16.3 It is up to you to meet your tax responsibilities in the UK and elsewhere. This relates to opening and using Accounts by CAF Bank and providing us with relevant information, documents and certification when we request these. You are responsible for your own tax obligations, and it is your choice whether to seek independent legal and tax advice.

16.4 You **must** inform us immediately of any changes in your circumstances or those of your Controller that affect your tax responsibilities. This includes any changes that make the tax information previously provided to us incorrect or incomplete.

## 17 Arranged Overdraft services

17.1 You may be able to borrow money from us as an Arranged Overdraft. If you apply for this, we will let you know how long it will take for us to consider your request.

17.2 Fees and charges applicable to any Arranged Overdraft will be in addition to those set out in the *CAF Bank Tariff* and documents set out in Condition 1.1.

17.3 Overdrafts are only meant for short term borrowing. All Overdrafts are repayable on demand. This means we can ask you to pay the money back immediately, although, we will give you advance notice for any Arranged Overdrafts.

17.4 Our Accounts are not designed to provide overdrafts if they have not been pre-approved by us (an unarranged overdraft). We may be unable to prevent a charge or Transaction which could cause the Account to have a negative balance. These may include, but are not limited to, those set out in our *CAF Bank Tariff*. You will have to repay the overdrawn amount immediately on demand. You will be charged daily interest and there may be other charges applied to your Account as set out in the *CAF Bank Tariff*.

Any interest applied due to the Account having a negative balance may be offset against any interest you earn on the Account.

17.5 You can contact us to request a new Arranged Overdraft or an extension to an existing Arranged Overdraft. We will provide you with a separate

agreement which will set out the terms of the Overdraft and any interest or charges that will apply to you.

## 18 Set-off

18.1 If you have money in one of your Accounts with us, we may use it to reduce or repay amounts owed to us (for example on a loan or Overdraft) which are due for payment on other Accounts. This is our right of set-off.

18.2 We can use money in your Account even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are prevented to do so by law.

18.3 Occasionally, we receive legal instructions or notices to hold a customer's money for someone else, or to pay it to someone else. If this happens, the money we hold for the other person will be what is left after we have used our right of set-off, including any interest arising after the legal instruction or notice (unless we decide otherwise or we are prevented to by law or regulation).

18.4 We will contact you In Writing before we make any set-off between your Accounts to let you know the date and details of the action we will take.

## 19 Liabilities

### When we are not responsible

19.1 We will not be responsible for:

- Business losses incurred, including the loss of profits, loss of business, business interruption, loss of business opportunity, or anticipated savings, reputation or any other reasonably unforeseeable purely financial loss;
- Losses incurred as a result of a failed payment due to you not holding sufficient funds in your Account;
- Losses or costs you may suffer, resulting from our compliance with any legal or regulatory requirements, including legislation relating to Conditions 16.1 – 16.3;
- Losses incurred as a result of any abnormal or unforeseeable circumstances which are outside of our control, including delays or failures caused by problems with another system or network, data-processing failures, mechanical breakdown or industrial action;
- Losses incurred as a result of your gross negligence, fraud, misuse of your Account or breach of any of the Terms and Conditions in the documents set out in Condition 1.1;
- Losses incurred as a result of you sharing your Security Details with us or another person;
- Contact details that have changed but you have not made us aware of these;

- Losses where you give us incorrect instructions, such as the wrong account number and sort code;
- Payments into or out of your Account once this has been closed (either by you or us);
- You providing a Third Party Provider with your Security Details and you incur any financial losses because of fraudulent or unauthorised use of your Account;
- A delay or refusal to process any instructions on your Account if we have asked for further information to allow us to meet our anti-money laundering, Financial Crime, sanctions or other legal and regulatory requirements;
- Any Transaction showing on your Account which has not been disputed within 13 months of the Transaction happening;
- Any losses or damages to any original documents sent to us (unless we specifically asked for the original documents).

- 19.2 Where an unauthorised Transaction should be reversed, we will make it as soon as practicable. We will reverse:
- The amount of the unauthorised Transaction; and
  - Any related interest or charges, where applicable.

- 19.3 We will make every effort to perform our obligations to you under these Terms and Conditions. This includes taking whatever action we consider appropriate to meet any obligation relating to the prevention of fraud, money laundering and terrorist financing and the provision of financial services to persons who may be subject to sanctions.

However, we **must** also comply with the law, regulations, court orders, codes and other duties, requirements and obligations that apply to us and to take measures to prevent our services being used for Financial Crime.

Consequently, we will not perform any part of our agreements and may suspend or terminate Accounts and services where we reasonably consider that doing so may:

- Involve us or you breaking a law, regulation, court order, code or other duty, requirement or obligation that applies to you or us;
- Involve, or be part of, us committing a criminal act of any kind; or
- Expose us to action by government, regulator, or law enforcement agency.

In these circumstances, we will not be liable for not performing those parts of the agreement.

- 19.4 You will not be responsible for any unauthorised Transactions, other than the following. You will be liable for unauthorised Payments and related costs that happen because you or a Cardholder:
- Are liable under the Terms and Conditions in the documents set out in Condition 1.1; and
  - Have deliberately, or with gross negligence, failed

to keep your Account, Card or Security Details secure.

- 19.5 If we suspect you have acted fraudulently or with gross negligence or have breached these Terms and Conditions, you will be liable for all losses on the Account. These include the amount of the Payments made and any interest and/or charges applied to your Account.
- 19.6 You will not be responsible for any losses if someone else uses the Card before the Cardholder receives it. Your liability may also be limited by the law.
- 19.7 By using the Account and setting up Security Details on your Account, you agree to:
- Keep your Security Details and Payment Device safe at all times by taking reasonable steps, including but not limited to the safeguards we share with you and not disclose these to any third party;
  - Advise us immediately if the security of the password is compromised; and
  - Us relying on the password to confirm it is you authorising an instruction on all Accounts held in your name, in addition to Condition 4.18.

#### When we are responsible

- 19.8 We accept liability for any direct losses you may suffer if we have not complied with our obligations under the Terms and Conditions in the documents as set out in Condition 1.1, or as a result of our negligence or fraud.

**We will have no further liability to you.**

## 20 Amendments to the Terms and Conditions relating to your Account

- 20.1 We may need to make changes to the Terms and Conditions in the documents set out in Condition 1.1. We will give you at least 60 days' notice In Writing before we make any changes. If the changes are being made to the Privacy Notice, we do not need to give you prior notice In Writing, but we will inform you of any substantial changes.
- 20.2 There are some changes we will not tell you about in advance:
- The changes benefiting you, for example, when we have increased our credit interest rate and/or exchange rates;
  - The variable interest rate changes. Some Accounts have interest rates that are based on other interest rates we do not control, for example the Bank of England base rate; or
  - We make these following changes in the law, regulations, code or industry guidance.

- 20.3 Changes listed in Condition 20.2 can be made immediately but we will tell you In Writing about them within 30 days.
- 20.4 If we give you advance notice of a change to this agreement and you do not want to agree to the change, you can close your Account without paying any extra charges or interest, at any time until the change takes effect. If you do not close your Account, you are accepting the change.
- 20.5 If we are going to reduce a variable interest rate that we pay you on any current or savings account, we will tell you In Writing 14 days before we do so. You can at any time, up to 30 days from the date we tell you about the change, close your Account without penalty or charge. If you do not do so, we will consider that you have agreed to it.

If you have a notice account and we notify you of a reduction to your variable interest rate, you can close your account within the 14-day notification period. You can close your notice account following the rate reduction for the time period matching the notice requirements on your account, e.g. 95-day notice account holders can close within 95 days of the rate reduction without penalty or charge.

If the change is to your benefit, we will tell you by publishing the new rates on our website.

## 21 Miscellaneous

- 21.1 Your organisation may not transfer any of its rights or responsibilities under the Terms and Conditions in the documents set out in Condition 1.1 to any person or organisation unless we have agreed this In Writing in advance.
- 21.2 We may transfer some or all of our rights and duties under the Terms and Conditions in the documents set out in Condition 1.1.
- 21.3 If any of the Terms and Conditions in the documents as set out in Condition 1.1 are found to be invalid, illegal, or unenforceable by any court or regulatory authority, this will not affect the validity or enforceability of the rest of this agreement which shall continue in full force and effect.
- 21.4 Any delay or failure by us to exercise our right or remedy under the Terms and Conditions in the documents set out in Condition 1.1 does not waive that right and it does not prevent or restrict us from further exercising that or any other right or remedy.

We can choose not to enforce any of our rights under our agreement. If we choose not to enforce our rights when we could do, we may enforce them later.

- 21.5 These Terms and Conditions are governed by English law. You and we agree that we are both subject to the jurisdiction of the courts in England and Wales.
- 21.6 On 7 October 2024, new rules were introduced about the way banks handle refund claims from customers for Authorised Push Payment (APP) fraud. These rules are designed to prevent fraud and help to protect you and your money. Further information about the reimbursement scheme can be found at [www.cafonline.org/app-fraud](http://www.cafonline.org/app-fraud)

## 22 How you can make a complaint

- 22.1 If you feel that we have made a mistake or have not met your expectations, please let us know. We want to put things right for you and make sure we do not repeat any mistakes in the future.

You can tell us about a complaint by calling us on **03000 123 456**, emailing us at [cafbank@cafonline.org](mailto:cafbank@cafonline.org), or write to us at CAF Bank Limited, 25 Kings Hill Avenue, West Malling, Kent ME19 4TQ.

- 22.2 If you are unhappy with how we deal with your complaint, you may be able to go to the Financial Ombudsman Service (FOS). Their website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and they will look at your complaint once you have tried to resolve it with us and if you are eligible to complain to the FOS.

## 23 Regulatory protection

### Distance Marketing Regulations 2004

- 23.1 You have 14 calendar days from the date your Account is opened to give us written notice that you wish to cancel it. If you decide to close your Account within 14 days, we will repay any balance, together with any interest earned. You will not incur any charges for closing your Account.

The following information is not part of our Terms and Conditions.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to eligible depositors if we are unable to meet our financial obligations in certain circumstances. Further information about the scheme can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## About CAF Bank

Managing your money. Understanding your needs.

We are CAF Bank, and we are all about banking with purpose. That means we are here for our 14,000-strong community, supporting everyone from micro charities to the UK's best-known charitable and social purpose organisations. Fully owned by a charity ourselves, we believe in the power of good – and in treating your goals like they are our own.

T: [03000 123 456](tel:03000123456)

E: [cafbank@cafonline.org](mailto:cafbank@cafonline.org)

W: [www.cafonline.org/caf-bank](http://www.cafonline.org/caf-bank)

Telephone calls may be monitored or recorded for security/training purposes.  
Lines are open Monday to Friday 9am - 5pm (excluding English bank holidays).

CAF Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 204451). CAF Bank Limited Registered office is 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JQ. Registered in England and Wales under number 1837656.